



WEB COPY

W.P.No.1600



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07.11.2023

CORAM:

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

W.P.No.16008 of 2011
and M.P.No.2 of 2011

Captain R.P.Singh
E-3, Chennai Port Trust,
Officer's Quarters,
New Napier Bridge,
Chennai – 600 009.
...Petitioner

VS.

- 1.The Chairman
Chennai Port Trust,
Rajaji Salai,
Chennai – 600 001.
- 2.The Deputy Conservator,
Chennai Port Trust,
Rajaji Salai,
Chennai – 600 001.
- 3.Commander B.K.Baruah,
The Dredging Superintendent,
Chennai Port Trust,
Rajaji Salai,
Chennai – 600 001.
...Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, to
call for the records relating to the impugned order / letter No.DE 2/1198/2007/M

<https://www.mhc.tn.gov.in/judis>



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(D) dated 28.06.2011 of the II respondent, terminating the contract of Service /employment of the petitioner as Dredger Master in the Chennai Port Trust and quash the same further directing the respondents to pay the petitioner all the wages /salary due to him till the date of expiration of the contract by issuance of a writ of Certiorarified Mandamus.

*(prayed amended as per order dated 24.11.2011
by this Court in M.P.No.3 of 2011)*

For Petitioner : Mr.K.S.V.Prasad
For Respondents : No appearance for R1 to R3

ORDER

The Writ Petition has been filed challenging the order of termination made by the second respondent dated 28.06.2011 and by way of an amendment a further prayer of directing the petitioner to pay all the back wages due to him till the expiration of the contract.

2.Heard Mr.K.S.V.Prasad, learned counsel appearing for the petitioner and there is no representation on the side of the respondents.

3.The petitioner had been appointed on a contractual basis as a Dredging Master, his term was extended for a further period of nine months on 27.01.2011. While that be so on 28.06.2011, the second respondent had issued

<https://www.mhc.tn.gov.in/judis> an order of termination for administrative reasons invoking Clause 9 of the



Renewal Agreement, this was challenged in this Writ Petition.

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4.It is brought to the notice of this Court that pursuant to the interim order granted by this Court, the petitioner was permitted to perform his services as per the contract and his services have been utilized till the expiry of the contract period viz., 26.10.2011. In such a scenario, there is no purpose in now looking into the validity of such termination since the petitioner had been permitted to complete his part of the contract till the contract period. However, the learned counsel appearing for the petitioner would submit that he had not been paid wages as agreed for the month of June 2011 & from 05.08.2011 till 26.10.2011.

5.Since the petitioner had performed his part of the contract as per the contract, the respondent is liable to pay the agreed amount under the contract. Therefore, I am of the view that the first portion of the prayer sought for in the writ petition does not require any adjudication. But, however, as regards to the direction that is sought for to make payment to compensate the petitioner for the work done by him as agreed in the contract, there shall be a direction to the respondents to make necessary payments for the unpaid period for which the petitioner had performed his part of the contract. Such payment shall be made to the petitioner within a period of eight weeks from the date of receipt of a copy of this order.



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6. With the aforesaid directions, the Writ Petition is disposed of. There shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

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Index: Yes/No
Speaking order: Yes/No
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K.KUMARESH BABU, J.

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